AGRICULTURE AND FOREST SECRETARIAT

Approves continuance of the Scheme of Aided Cattle Breeding with modified terms and conditions

READ—

1 Government Order No. D 5581-92 AH 18-30-7, dated 5—6th May 1932
2 Government Order No AF 2554-67—AH 69-42-9, dated 4th December 1944
3 Government Order No AF 4410-25 AH 194-48-2, dated 28th January 1949
4. Government Order No AF 3108-19 AH 30-52 2, dated 25th June 1952
5 Government Order No. AF 6726-26 AH 30-52-4, dated 27th July 1953
6 Government Order No. AF 6390-1 AH 34-55-2, dated 12th October 1955
7 Letter No A7—97/59-60, dated 3rd December 1960, from the Director of Animal Husbandry and Veterinary Services, Bangalore.
8 Letter No G1. 1599/60 61, dated 16th May 1960, from the Director of Animal Husbandry and Veterinary Services, Bangalore

ORDER No AFD 23 VLS 59, DATED BANGALORE, THE 20TH NOVEMBER 1962
(KARTHIKA 29, SAKA ERA 1884)

The Scheme of Aided Cattle Breeding of the Amrithmahal Cattle was first sanctioned on a trial basis in Government Order No D 5581-92 AH 18-30-7, dated 5—6th May 1932 While sanctioning the continuance of the scheme in Government Order No. AF 2554-67 AH 69-42-9, dated 4th December 1944, Government observed that the working of the scheme till then was not satisfactory. As the breeders had violated the conditions of the scheme and as the scheme had not been of any material benefit either to public or to Government and as it was reported that there was misuse of lands leased out, the scheme was terminated in Government Order No. AF 4410-25 AH 194-48-2, dated 28th January 1949

However, the scheme was revived again in Government Order No AF 3108-19 AH 30-52-2, dated 25th June 1952 and finally, in Government Order No AF 6390-1 AH 34-55-2, dated 12th October 1955 this scheme was sanctioned for a period of five years with effect from 20th July 1955, with modified terms and conditions Under the terms of modified scheme 14 Aided Cattle Breeders were allotted Amrithmahal kaval lands in one or more kaval lands Since then complaints have been received from the public that the Aided Cattle Breeders have abused the several concessions given to them that the Amrithmahal kaval lands leased to them were in turn leased by them to others and that they are collecting money illegally by allowing village cattle to graze in the kaval lands

The Director of Animal Husbandry and Veterinary Services has reported that these Aided Cattle Breeders have not at all executed the required lease deeds and have not adhered to the terms and conditions of the scheme and have violated the conditions

The 14 Aided Cattle Breeders were served with notices pointing out the violations of terms and conditions of the scheme on their part and intimating that their leases have been terminated and they should give vacant possession of lands leased to them on 20th July 1960 To this the Aided Cattle Breeders have represented that the scheme may be continued in view of the difficulties experienced by them in sustaining and maintaining the Amrithmahal cattle

Government constitued a committee for reorganisation of livestock farms The Committee in its report stated that the scheme has not given the results for which it was launched by Government and the breeders have reared more cattle on the lands assigned to them, while some of the Members of this Committee advocated terminating the scheme, and some for continuing it with modifications of the existing scheme. Accordingly, the Director of Animal Husbandry and Veterinary Services has forwarded modified rules for continuing the 14 Aided Cattle Breeders. He has recommended that each breeder may be given 2 to 3 acres of land per head of cattle and that the land may be given in a compact block

Government consider that it is not desirable that large tracts of Government land should be in the hands of private people. The Amrithmahal kaval lands are required for Government purposes The lease of 5 years having expired and the lessees having failed to execute the necessary documents it is ordered that the lease of Amrithmahal lands be terminated with effect from 20th July 1960 and the kaval lands be resumed by Government for eventual use as composite livestock farms, orchards and such other uses

However, Government have considered the representation of the Breeders As by this termination it will be difficult for the Aided Cattle Breeders to sustain and maintain their Amrithmahal cattle, Government are pleased to approve the proposals of the Director of Animal Husbandry and Veterinary Services for continuing the Aided Cattle Breeding Scheme as per modified rules appended to this order The 14 Aided Cattle Breeders will be given lease of Amrithmahal kaval lands not exceeding 100 acres each in a compact block The lease will be for a period of 5 years in the first instance The Director of Animal Husbandry and Veterinary Services is requested to give effect to this scheme The lease is subject to termination in case of breach of any of the conditions in these modified rules A sketch of the land given on lease to each cattle breeder shall be prepared by the Director of Animal Husbandry and sent to Government for record. The Director of Animal Husbandry and Veterinary Services should take immediate action to get fresh lease deeds executed by the Aided Cattle Breeders

By Order and in the name of the Governor of Mysore,

T S RAMAIYA,
Under Secretary to Government,
Agriculture and Forest Department.

APPENDIX

Modified Rules for the continuance of the Aided Cattle Breeders' Scheme

The Aided Cattle Breeders' Scheme may be continued in a modified form by giving lease of Amrithmahal kaval lands for a period of ten years. The lease being for a period of five years in the first instance and renewable at the end of five years on the following terms to the satisfaction of the Director of Animal Husbandry and Veterinary Services in Mysore, Bangalore, or such other officer as the Government may nominate from time to time

2. The Scheme shall be open only to the existing Aided Cattle Breeders in the State owning Amrithmahal cows of breeding age and bulls to be approved by the Director of Animal Husbandry and Veterinary Services The surplus stock of these cattle, if any, shall be disposed of by the breeder at the start of the Scheme according to such orders as may be issued by the Department The breeder shall maintain a minimum of 50 Amrithmahal cattle approved by the Director of Animal Husbandry and Veterinary Services

3 Suitable lands to a maximum extent of 100 acres may be leased to each breeder in a compact block

4 The choice of the land and its allotment to the breeders under the scheme shall rest with the Director of Animal Husbandry and shall be confined only to such lands that are not required for Departmental purposes

5. The breeders shall execute necessary agreement bond abiding by the revised terms and conditions on a requisite Government stamp paper which shall be duly registered offering a security deposit of Rs. 500 in cash or in approved bonds, as may be fixed by the Director of Animal Husbandry and Veterinary Services in Mysore, Bangalore

6 The breeder shall pay an annual lease amount of Rs 2 per acre of kaval land or any fraction thereof that may be leased to him, the lease amount being paid promptly every year in advance of the year for which it is due and at any rate not later than the 30th April of that year.

7 The Aided Cattle Breeders' Scheme shall be subject to the direct supervision of the Superintendent, Cattle Breeding Station, Ajjampur, or any other officer so nominated by Government and under the administrative control of the Director of Animal Husbandry and Veterinary Services in Mysore, Bangalore.

8 The breeder shall allow at all times, inspection of his cattle, land and records relating to the scheme by the Superintendent, Cattle Breeding Station, Ajjampur, and/or by the Director of Animal Husbandry and Veterinary Services or any other officer of the Department that may be authorised by the Director of Animal Husbandry and Veterinary Services in Mysore, Bangalore.

9 The breeder shall maintain in his herd only the Amrithmahal cattle which are true to type as may be approved by the Director of Animal Husbandry and Veterinary Services in Mysore, Bangalore He shall not, at any time or under any circumstances, keep in the herd animals other than those approved by the Director of Animal Husbandry and Veterinary Services in Mysore, Bangalore

10. The breeder shall get all his animals, suitably branded and/or tattooed through the Superintendent, Cattle Breeding Station, Ajjampur, well in advance of the annual musters or within 2 months of birth whichever is earlier, branding and tattooing being done by the officers of the Animal Husbandry Department

11 The breeder shall on no account allow animals other than the branded cattle belonging to his herd to be maintained in the area assigned to him under the Scheme.

12. The breeder shall present his animals for periodical preventive inoculations against contagious diseases as may be stipulated in the Department The prevalence of any contagious disease in the neighbourhood of his herd, shall be reported by him to the Departmental Officer, so as to enable the Department to take such action as may be necessary to safeguard his animals and those of his neighbourhood from those diseases

13. The breeder shall maintain pedigree, performance and cultivation records as prescribed for the purpose and in the manner stipulated by the Department

14 The breeder shall maintain his cattle in good condition and shall keep in his herd only such stud bulls as may be approved by the Director of Animal Husbandry and Veterinary Services from time to time.

15 The breeder shall not dispose of the surplus stock of his herd without the previous permission of the Director of Animal Husbandry and Veterinary Services in writing.

16 The breeder shall arrange for half-yearly and annual muster of his cattle by the Superintendent, Cattle Breeding Station, Ajjampur, or the Director of Animal Husbandry and Veterinary Services in Mysore, Bangalore, respectively. The culling of cattle should be done at the suggestion of the breeder or the Superintendent, Cattle Breeding Station, at any time during the year with the approval of the Director of Animal Husbandry and Veterinary Services.

17. In the event of his bull calves being selected by the Department at the time of annual musters for departmental purposes, the breeder shall surrender to the Department such calves for such value as may be fixed by the Superintendent, Cattle Breeding Station,

consistent with the valuation of stock of the Department. Any appeal in this behalf shall lie to the Director of Animal Husbandry and Veterinary Services and his orders will be final

18. The breeder shall cultivate in the kaval land leased to him only fodder crops such as fodder-jola, horsegram, improved grasses and such other fodder crops in accordance with the pattern of cultivation to be approved by the Superintendent, Cattle Breeding Station, Ajjampur, from time to time in writing He is permitted to grow food crops up to a maximum of 5 acres

19 The breeder shall not cultivate lands in excess of what is stipulated above, nor shall he grow crops other than those specified by the Department. He shall also conserve the fodders and fodder crops in a manner stipulated by the Department

20 The breeder shall undertake the clearing of the kaval land at his own cost of all rank vegetation and jungle growth, which may interfere with the cultivation of crops or grazing of his cattle in the kaval land

21. The breeder shall fence of the area leased to him at his own cost.

22 The breeder shall undertake all such measures as may be stipulated by the Department from time to time in respect of (*a*) improvement of pasture lands, (*b*) putting of fencing, (*c*) cultivation of fodder crops and their conservation, etc , (*d*) and plant shade trees and shall not cut or mutilate existing trees

23. The breeder shall submit within a week after the due date a quarterly report regarding the cattle in the form prescribed direct to the Superintendent, Cattle Breeding Station, Ajjampur

24 The breeder shall put up at his own cost and risk constructions such as wells, buildings, culverts, etc , for the maintenance of his cattle with the approval of the Director of Animal Husbandry and Veterinary Services When the breeder is evicted from the Scheme, he shall not claim any compensation on account of the above constructions, etc In the event of the scheme being terminated such constructions shall be taken over by the Department and a reasonable compensation be paid to the breeder as may be fixed by competent authority The breeder shall be at liberty to sell away his cattle either to the Department or to the private agency

25. The breeder shall pay up promptly all dues to the Department including the annual lease amount within the stipulated time limit. Any arrears due by him to Government shall be recovered as arrears of land revenue.

26 In case, the breeder does not want to remain in the Scheme, the land so leased to him shall be taken over by the Department and the cattle shall be disposed of in accordance with the instructions issued by the Director of Animal Husbandry and Veterinary Services

27 If for any reason the Director of Animal Husbandry and Veterinary Services thinks that the working of any breeder is not satisfactory or he has violated any of the conditions stipulated above, the breeder shall be evicted by the Director of Animal Husbandry and Veterinary Services

28. The breeder may be evicted from the scheme at any time if his conduct in running the scheme continues to be unsatisfactory and he is found to violate the terms and conditions of the scheme inspite of warnings Any infringements of the above terms and conditions by the breeder shall be dealt with by the Director of Animal Husbandry and Veterinary Services and his order will be final.

Draft Agreement to be executed at the time of enrolment as Aided Cattle Breeder under Modified Rules of Continuance of Aided Cattle Breeders' Scheme as sanctioned under Government Order No AFD 23 VLS 59 dated 20th November 1962

THIS AGREEMENT made this day of One thousand nine hundred and sixty-three between Shri son of Shri residing at (Village) (Hobli) (Taluk) (District) in Mysore State (hereinafter called THE AIDED CATTLE BREEDER) which expression shall unless excluded by or repugnant to the subject or context, include his heirs, executors, legal representatives and administrators) of the one part and the Governor of Mysore (hereinafter called THE GOVERNMENT which expression shall, unless excluded by or repugnant to the subject or context, include his successors in office and assigns) of the other part

WHEREAS the Aided Cattle Breeder desires to be included under the Aided Cattle Breeder Scheme sanctioned under G O No dated . (hereinafter referred to as the SAID RULES which expression shall, where the context so admits, include any amendment thereof or addition thereto for the time being in force) applied to the Government for inclusion in the Aided Cattle Breeder Scheme as per G O No . dated . a copy of which is annexed to these presents for the purpose aforesaid on the terms and conditions set forth therein Now, it is hereby agreed to and between the parties thereto that in consideration of being enrolled as Aided Cattle Breeder by the Government to the Aided Cattle Breeder Scheme, the Aided Cattle Breeder has deposited a sum of Rs 500 (Rupees Five hundred only) as security for the due fulfilment of the terms of the agreement

NOW THIS DEED WITNESSETH —

1 The Aided Cattle Breeder shall take lease of Amrithmahal Kaval lands for a period of ten years and in the first instance it shall be for a period of five years and renewable at the end of five years for a like period subject to the fulfilment of the terms to the entire satisfaction of the Director of Animal Husbandry and Veterinary Services in Mysore, Bangalore, or such other officer nominated by Government from time to time

2 The Aided Cattle Breeder shall maintain a minimum of 50 Amrithmahal Cattle approved by the Director of Animal Husbandry and Veterinary Services in Mysore, Bangalore.

3 The Aided Cattle Breeder shall not assign or sub-let the land taken on lease without consent in writing of the Government.

4 The Aided Cattle Breeder shall abide by the rules issued under G O No dated .. by Government

5 The Aided Cattle Breeder may take on lease land not exceeding 100 acres in a compact block as allotted by the Director of Animal Husbandry and Veterinary Services in Mysore, Bangalore, out of Amrithmahal Kaval, situated in (village) (hobli) (taluk) (district) and bounded as follows —

North
South
East
West

This land is more particularly described in the Schedule annexed to the Agreement

6 The sum of Rs 500 (Rupees Five hundred only) to be deposited in cash as security by the Aided Cattle Breeder shall be in postal Savings Bank Account and the same to be pledged in favour of the Director of Animal Husbandry and Veterinary Services in Mysore, Bangalore

7 The Aided Cattle Breeder shall pay an annual lease amount of Rs at Rs 2 per acre or fraction thereof per year in advance for the year for which it is due and at any time not later than the 30th April of that year

8. The Aided Cattle Breeder shall allow the Superintendent, Cattle Breeding Station, Ajjampur, or any other officer so nominated by Government and under the administrative control of the Director of Animal Husbandry and Veterinary Services in Mysore, Bangaloie, to supervise the working of the scheme.

9 The Aided Cattle Breeder shall allow at all times inspection of cattle, land and records relating to the scheme by the Superintendent, Cattle Breeding Station, Ajjampur, and/or by the Director of Animal Husbandry and Veterinary Services in Mysore, Bangalore, or any other officer of the Animal Husbandry Department that may be authorised by the Director of Animal Husbandry and Veterinary Services in Mysore, Bangalore

10. The Aided Cattle Breeder shall maintain no other animal except Amrithmahal Cattle as approved by the Director of Animal Husbandry and Veterinary Services in Mysore, Bangalore

11 The Aided Cattle Breeder shall get all animals suitably branded or tattooed by the officers of Animal Husbandry Department through the Superintendent, Cattle Breeding Station, Ajjampur, well in advance of the annual musters or within two months of birth whichever is earlier.

12 The Aided Cattle Breeder shall allow no animal other than the branded or tattooed cattle in the area assigned under the scheme.

13 The Aided Cattle Breeder shall present animals for periodical preventive innoculations against contagious diseases as may be stipulated by the Superintendent, Cattle Breeding Station, Ajjampur, and to report prevalence of any contagious diseases in the neighbourhood of the herd to the departmental officers.

14. The Aided Cattle Breeder shall maintain pedigree, performance and cultivation records as prescribed for the purpose and in the manner stipulated by the Superintendent, Cattle Breeding Station, Ajjampur

15. The Aided Cattle Breeder shall maintain cattle in good condition and keep only such stud bulls as approved by the Superintendent, Cattle Breeding Station, Ajjampur, or the Director of Animal Husbandry and Veterinary Services in Mysore, Bangalore, from time to time.

16 The Aided Cattle Breeder shall dispose no surplus stock without previous permission in writing of the Director of Animal Husbandry and Veterinary Services in Mysore, Bangalore.

17 The Aided Cattle Breeder shall arrange for half-yearly musters by the Superintendent, Cattle Breeding Station, Ajjampur, and the annual musters by the Director of Animal Husbandry and Veterinary Services in Mysore, Bangalore, or by any other gazetted officer duly authorised by him

18 The Aided Cattle Breeder shall cull animals in time during the year at his instance with the approval of the Director of Animal Husbandry and Veterinary Services in Mysore, Bangalore

19. The Aided Cattle Breeder shall surrender to the department such bull-calves as are selected during annual musters for departmental purposes whose price is fixed by the Director of Animal Husbandry and Veterinary Services in Mysore, Bangalore, with reference to valuation of livestock of the Department of Animal Husbandry as per G. O No.... .. .. dated. ... . Any appeal in this behalf shall lie to the Government and its decision shall be final.

20 The Aided Cattle Breeder shall cultivate in the kaval land only fodder crops such as fodder jola, horse-gram, important grasses and such other fodder grasses in accordance with the pattern of cultivation to be approved by the Superintendent, Cattle Breeding Station, Ajjampur, from time to time in writing.

21. The Aided Cattle Breeder shall grow food crops in not exceeding five acres.

22 The Aided Cattle Breeder shall cultivate land not in excess of what is allotted to him to grow only such crops specified by the Department.

23 The Aided Cattle Breeder shall conserve fodders and fodder crops in a manner stipulated by the Department.

24 The Aided Cattle Breeder shall undertake the clearing of kaval lands at his cost of all rank vegetation and jungle growth which may interfere with the cultivation of crops or grazing of his cattle in the kaval lands.

25 The Aided Cattle Breeder shall fence all the area leased to him at his cost.

26 The Aided Cattle Breeder shall undertake all measures as may be stipulated by the Department from time to time in respect of—

(a) Improvement of Pasture lands;

(b) Putting up of fencing,

(c) Cultivation of fodder crops and conservation, etc, and

(d) Planting shade trees and not to cut or mutilate existing trees.

27. The Aided Cattle Breeder shall submit within a week after the first of April, July, October and January of each year a quarterly report regarding the cattle in the form prescribed direct to the Superintendent, Cattle Breeding Station, Ajjampur, and the Director of Animal Husbandry and Veterinary Services in Mysore, Bangalore.

28. The Aided Cattle Breeder shall put up at his cost and risk construction such as wells, buildings, culverts, etc, for the maintenance of his cattle with the approval of the Director of Animal Husbandry and Veterinary Services in Mysore, Bangalore.

29. In the event of the Aided Cattle Breeder committing breach of any of the conditions of this Agreement, the Government shall be entitled to determine the lease without notice and also to forfeit the whole or any portion of the security deposit. The Government shall not be liable for any damage or compensation.

30. When the lease is determined under the preceding clause, Government shall be entitled to lease out the right on such terms as it thinks fit and the Aided Cattle Breeder shall be liable to make good any loss sustained by Government thereby

31 The Aided Cattle Breeder shall be bound to surrender the lease rights at any time during the term of the lease if the land is required by the Government The Department shall take over all the construction or constructions put up by the Breeder and a reasonable compensation paid to the Breeder as may be fixed by the Director of Animal Husbandry and Veterinary Services in Mysore, Bangalore The Breeder shall be at liberty to sell away his cattle either to the Department or to the private agency. Any appeal in this behalf shall lie to the Government and its decision shall be final The Aided Cattle Breeder shall be entitled to the refund of the rent paid in advance for the unexpired portion of lease period and also the security deposit without interest. Provided the provisions of this clause shall not be invoked without giving six months' notice in writing of the intention to terminate the lease.

32 The Aided Cattle Breeder shall sell cattle reared by him to the Department according to the scheme of the Department as directed by the Director of Animal Husbandry and Veterinary Services in Mysore, Bangalore

33 The Aided Cattle Breeder shall pay up promptly all dues to the Department including the annual lease amount before 30th of April each year.

34. All amounts due under this agreement may be recovered by the Government without prejudice to other remedies open as arrears of land revenue.

35. The Aided Cattle Breeder shall be evicted by the Director of Animal Husbandry and Veterinary Services in Mysore, Bangalore, from the Scheme at any time if his conduct in running the Scheme continues to be unsatisfactory and he is found to violate the terms and conditions of the Scheme in spite of warnings Any appeal in this behalf shall lie to the Government whose decision shall be final.

IN WITNESS WHEREOF the parties abovementioned have signed this AGREEMENT in token of the acceptance of the terms thereof.

SCHEDULE

(Signature of the Aided Cattle Breeder)

Witnesses:

1. .....

2. .....

Signed by Shri..... . . . in the office of .....

Witnesses:

1. .....

2. .....

By Order and under the direction of the Governor of Mysore,

T. S. RAMAIYA,

Under Secretary to Government,
Agriculture and Forest Department.

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